

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

455 Golden Gate Avenue
San Francisco, California, 94102-3688

Report

TO: Members of the Judicial Council

FROM: Civil and Small Claims Advisory Committee
Hon. Elihu M. Berle, Chair
Patrick O'Donnell, Committee Counsel
Small Claims and Limited Cases Subcommittee
Hon. Mary Thornton House, Chair
Cara Vonk, Subcommittee Counsel, 415-865-7669
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DATE: September 23, 2004

SUBJECT: Unlawful Detainer Complaint (revise form 982.1(90) and renumber
as form UD-100) (Action Required)

Issue Statement

Optional Judicial Council form 982.1(90), *Complaint—Unlawful Detainer*, should conform to recent changes adopted by the Legislature.

Recommendation

The Civil and Small Claims Advisory Committee recommends that the Judicial Council, effective January 1, 2005:

1. Renumber form 982.1(90) as UD-100 to conform to the current Judicial Council policy of identifying forms by subject-matter designators; and
2. Revise the *Complaint—Unlawful Detainer* (form UD-100) to conform to recent legislative amendments to:
 - a. Incorporate information and attachments that must be provided by the plaintiff under changes to Code of Civil Procedure section 1166, operative on January 1, 2005, and
 - b. Add an optional box for “60-day notice to quit” under item 7a, to conform to recently amended Civil Code section 1946.1.

The text of revised and renumbered form UD-100 is attached at pages 5–7.

Rationale for Recommendation

Senate Bill 345

Senate Bill 345 (Kuehl) (Stats. 2004, ch. 787) amended Code of Civil Procedure section 1166 to require that a verified complaint include:

- (a) The typed or printed name of the person verifying the complaint (already on the Judicial Council form);
- (b) The method used to serve the defendant with the notice of termination of tenancy (already on the Judicial Council form) or attached proof of service of the notice (see proposed new item 8d);
- (c) A copy of the notice of termination that was served on the defendant (already on the Judicial Council form); and
- (d) A copy of the written rental agreement regarding *residential* property (see revised items 6e and 6f) and any addenda or attachments that form the basis of the complaint (see revised item 6e) unless the complaint alleges an oral agreement (already on the Judicial Council form) or the complaint alleges that the landlord no longer has possession of the lease agreement (see new item 6f) or that the action is solely for nonpayment of rent (see new item 6f).

The Legislature agreed to a delayed operational date of January 1, 2005, to give the Judicial Council an opportunity to circulate the revised Judicial Council form for comment.¹

The source for SB 345 was the Western Center on Law and Poverty. The bill analysis states at page 7:

In support of this bill’s provisions relating to additional documentation, the sponsors write, “Tenants who are sued in eviction actions are often at a disadvantage because they do not know the specifics that the landlord is claiming. SB 345 would require that a copy of the 3-day eviction notice be attached. It would also require attachment of the rental contract or lease. However, to address concerns that would result in increased paperwork, the bill has been narrowed so that the attachment need not be included if the basis of the eviction is for nonpayment of rent.

¹ A drafting error in SB 345 accidentally repealed Code of Civil Procedure section 1166 and does not make the section as amended operational until January 1, 2005. This has resulted in a one-year gap in the requirement that an unlawful detainer complaint be verified.

Items 6 and 8 on the revised form now address these concerns, as required by the legislation.

Amended Code of Civil Procedure section 1166 is attached at page 8 for reference.

Senate Bill 1403

Senate Bill 1403 (Stats 2002, ch. 301) amended Civil Code section 1946.1 effective January 1, 2003, to require 60 days' notice of termination of tenancy when the tenant has resided in the dwelling for more than one year. An additional optional box for "60-day notice to quit" category has been added to the form in item 7a(3) to assist parties who are required to give 60 days' notice of termination of the tenancy. This category is currently served by the optional "other" box.

The optional "60-day notice to quit" category had previously been added by the council, along with several other technical changes, to form UD-116, *Declaration for Default Judgment by Court (Unlawful Detainer—Code Civil Proc., § 585(d))*, effective July 1, 2003.

Alternative Actions Considered

The forms need to be amended to conform to current law, so no alternatives were considered.

Comments From Interested Parties

Of the 14 comments received, none opposed the proposed amendments, 8 commentators agreed with the form that circulated for comment, and 6 agreed with the form if modifications were made. In response to comments from the California Apartment Association, the State Bar Committee on the Administration of Justice (CAJ), and HelpUSoft Corporation, items 6e and 6f on the form were modified to clarify that the written agreement and addenda that form the basis for the complaint must be attached only in a *residential* unlawful detainer action unless certain exceptions apply.

Other changes were made to the form in response to suggestions from commentators, including (1) adding "amendment number" after the "amended complaint" option in the caption, (2) adding categories for reclassification of the case to "general unlimited civil" or "general limited civil" in the caption, should possession no longer be in issue and the case is therefore no longer entitled to trial preference on the court calendar, and (3) making several format and other minor changes to increase ease of filling out the form.

The committee did not agree with the suggestion made by a tenant rights attorney that, in addition to identifying a particular rent control ordinance, the form require identification of the specific sections and regulations of the ordinance under which the plaintiff is proceeding against the tenant and a brief description of the facts that support the unlawful

detainer action under those sections and regulations. Item 14 on the form identifies whether plaintiff has an obligation to comply with a rent control ordinance. Identification of specific regulations and facts related to those regulations are not issues for the initial pleading stage in most cases. The form is already very crowded with all the other allegations required under the codes.

A chart with the comments and committee responses is attached at pages 9–21.

Implementation Requirements and Costs

No special costs are anticipated.

Attachments

alleges causes of action against DEFENDANT (name each):

2. a. Plaintiff is (1) ☐ an individual over the age of 18 years. (4) ☐ a partnership.
(2) ☐ a public agency. (5) ☐ a corporation.
(3) ☐ other (*specify*):

b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):

4. Plaintiff's interest in the premises is ☐ as owner ☐ other (specify):

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): defendant (name each):

- (1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify):
 (2) agreed to pay rent of \$ payable monthly other (specify frequency):
 (3) agreed to pay rent on the first of the month other day (specify):

b. This ☐ written ☐ oral agreement was made with

- (1) ☐ plaintiff.
- (2) ☐ plaintiff's agent.
- (3) ☐ plaintiff's predecessor in interest.
- (4) ☐ other (*specify*):

* **NOTE:** Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF (Name): DEFENDANT (Name):	CASE NUMBER:
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6. c. ☐ The defendants not named in item 6a are
- (1) ☐ subtenants.
 - (2) ☐ assignees.
 - (3) ☐ other (specify):
- d. ☐ The agreement was later changed as follows (specify):
- e. ☐ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is **not** attached because (specify reason):
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 - (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. ☐ a. Defendant (name each):

was served the following notice on the same date and in the same manner:

- (1) ☐ 3-day notice to pay rent or quit
- (2) ☐ 30-day notice to quit
- (3) ☐ 60-day notice to quit
- (4) ☐ 3-day notice to perform covenants or quit
- (5) ☐ 3-day notice to quit
- (6) ☐ Other (specify):

- b. (1) On (date): the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. ☐ The notice included an election of forfeiture.

e. ☐ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)

f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a–e and 8 for each defendant.)

8. a. ☐ The notice in item 7a was served on the defendant named in item 7a as follows:

- (1) ☐ by personally handing a copy to defendant on (date):
- (2) ☐ by leaving a copy with (name or description): , a person of suitable age and discretion, on (date): at defendant's ☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on (date): because defendant cannot be found at defendant's residence or usual place of business.
- (3) ☐ by posting a copy on the premises on (date): ☐ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date):
 - (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
 - (b) ☐ because no person of suitable age or discretion can be found there.
- (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date):
- (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.

b. ☐ (Name): was served on behalf of all defendants who signed a joint written rental agreement.

c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. ☐ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.

10. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$

11. ☐ The fair rental value of the premises is \$ per day.

PLAINTIFF (Name): DEFENDANT (Name):	CASE NUMBER:
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12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). *(State specific facts supporting a claim up to \$600 in Attachment 12.)*
13. ☐ A written agreement between the parties provides for attorney fees.
14. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of *(city or county, title of ordinance, and date of passage)*:

Plaintiff has met all applicable requirements of the ordinances.

15. ☐ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS

- | | |
|---|---|
| a. possession of the premises.
b. costs incurred in this proceeding:
c. <input type="checkbox"/> past-due rent of \$
d. <input type="checkbox"/> reasonable attorney fees.
e. <input type="checkbox"/> forfeiture of the agreement. | f. <input type="checkbox"/> damages at the rate stated in item 11 from
<i>(date)</i> for each day that
defendants remain in possession through entry of judgment.
g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in
item 12.
h. <input type="checkbox"/> other <i>(specify)</i> : |
|---|---|

18. ☐ Number of pages attached *(specify)*:

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

19. *(Complete in all cases.)* An unlawful detainer assistant ☐ did **not** ☐ did for compensation give advice or assistance with this form. *(If plaintiff has received **any** help or advice for pay from an unlawful detainer assistant, state:)*

- | | |
|--|--|
| a. Assistant's name:
b. Street address, city, and zip code: | c. Telephone No.:
d. County of registration:
e. Registration No.:
c. Expires on <i>(date)</i> : |
|--|--|

Date:

(TYPE OR PRINT NAME)	(SIGNATURE OF PLAINTIFF OR ATTORNEY)
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VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)	(SIGNATURE OF PLAINTIFF)
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SB 345 Senate Bill - CHAPTERED

SEC. 3. Section 1166 of the Code of Civil Procedure is repealed.

SEC. 4. Section 1166 is added to the Code of Civil Procedure, to read:

1166. (a) The complaint shall:

(1) Be verified and include the typed or printed name of the person verifying the complaint.

(2) Set forth the facts on which the plaintiff seeks to recover.

(3) Describe the premises with reasonable certainty.

(4) If the action is based on paragraph (2) of Section 1161, state the amount of rent in default.

(5) State specifically the method used to serve the defendant with the notice or notices of termination upon which the complaint is based. This requirement may be satisfied by using and completing all items relating to service of the notice or notices in an appropriate Judicial Council form complaint, or by attaching a proof of service of the notice or notices of termination served on the defendant.

(b) The complaint may set forth any circumstances of fraud, force, or violence that may have accompanied the alleged forcible entry or forcible or unlawful detainer, and claim damages therefor.

(c) (1) In an action regarding residential property, the plaintiff shall attach to the complaint the following:

(A) A copy of the notice or notices of termination served on the defendant upon which the complaint is based.

(B) A copy of any written lease or rental agreement regarding the premises. Any addenda or attachments to the lease or written agreement that form the basis of the complaint shall also be attached. The documents required by this subparagraph are not required to be attached if the complaint alleges any of the following:

(i) The lease or rental agreement is oral.

(ii) A written lease or rental agreement regarding the premises is not in the possession of the landlord or any agent or employee of the landlord.

(iii) An action based solely on subdivision (2) of Section 1161.

(2) If the plaintiff fails to attach the documents required by this subdivision, the court shall grant leave to amend the complaint for a 5-day period in order to include the required attachments.

(d) Upon filing the complaint, a summons shall be issued thereon.

Unlawful Detainer Complaint
(revise and renumber form 982.1(90))
SPR04-11

	Commentator	Position	Comment on behalf of group?	Comment	Committee Response
1.	Ms. Elissa D. Barrett, Director Sydney Irmas Housing Conditions Project Bet Tzedek Legal Services Los Angeles, California	A	Y	<p>We have no opposition to the proposed changes in form 982.1(90) as presented. Instead, our main comment is that, especially for lo-income tenants, the unlawful detainer forms are difficult to understand in terms of their rights and what they need to do in response to a summons and complaint. We therefore recommend that the Judicial Council consider adapting elements of its small claims form [see SPR04-15 (small claims plain language claim form)].</p> <p>In the unlawful detainer context, tenants/defendants need to know basic information, such as (in no particular order):</p> <ol style="list-style-type: none"> 1. How they will be told when to attend a court date; 2. That they must file an answer within 5 calendar days of being properly served with the summons and complaint; 3. Where they should go to file the answer; 4. That they must pay a fee when they answer or file a fee waiver application; 5. At trial, they must bring witnesses, receipts and any evidence 6. That access to the court files is masked for 60 days and permanently afterwards if they “prevail.” <p>Finally, we recommend that the “information sheet” portion of SPR04-15 be adapted to the unlawful</p>	The committee will put on its work plan for future consideration the commentator’s suggestions for (1) converting the current form into plain language, (2) including specified topics on the form, and (3) adapting the small claims information sheet for the unlawful detainer complaint form.

Unlawful Detainer Complaint
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	Commentator	Position	Comment on behalf of group?	Comment	Committee Response
				detainer context, especially the section presenting options for dealing with the litigation.	
2.	Mr. Jeffrey Carter (Berkeley-based lawyer with 30 years on tenants rights and personal injury) Berkeley, California	AM	N	I suggest that the revised UD complaint, at paragraph 14, require, in addition to a reference to the particular rent control ordinance, require the identification of the specific sections and regulations of the ordinance pursuant to which the plaintiff is proceeding against the tenant; as well as a brief description of the facts which support the UD under those sections/regulations.	Item 14 identifies whether plaintiff has an obligation to comply with a rent control ordinance. Identification of specific regulations and facts related to those regulations are usually issues for an affirmative defense and not for the initial pleading stage in most cases.
3.	Ms. Naida Castro Division Chief Superior Court of Los Angeles County, Los Angeles, California	AM	N	5th box on page 1 of the form 5th line – There should be a forward slash (/) between the word complaint and cross-complaint; should read complaint/cross-complaint.	Agree. See revised form. The typo has been corrected.
4.	Mr. Harold Garcia-Shelton Attorney Bay Area Legal Aid San Jose, California	A	N	None.	No response needed.
5.	Ms. Kim Hubbard President Orange County Bar Association Irvine, California	A	N	None.	No response needed.
6.	Ms. Sandra Mason Director of Civil Operations Superior Court of San Luis Obispo	A	N	Proof of service is a good addition.	No response needed.
7.	Ms. Mary McIerney	A	N		No response needed.

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(revise and renumber form 982.1(90))
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	Commentator	Position	Comment on behalf of group?	Comment	Committee Response
	Legal Process Clerk Superior Court of San Joaquin County				
8.	Ms. Patti Morua-Widdows Court Program Manager Superior Court of Ventura County	AM	N	Difficult to determine time document was filed. Could be a problem if default and answer filed on same day.	The form under consideration is the complaint. Time of filing may have an effect only when an answer and a default are filed on the same day after the last day for filing the answer has passed.
9.	Ms. Heide Palutke Poppe Research and Legislative Counsel California Apartment Association Sacramento, California	AM	Y	<p>The California Apartment Association is an organization of 50,000 rental property owners and managers who are responsible for nearly 2 million rental units throughout the State of California. CAA was involved in the negotiations surrounding SB 345 (Kuehl, 2003), codified at Code of Civil Procedure Section 1166. CAA offers the following comments to assist the Judicial Council's efforts to revise the Unlawful Detainer Complaint to meet the intent behind SB 345.</p> <p>CCP Section 1166(c)(1)(B) requires that:</p> <p>In an action regarding residential property the plaintiff shall attach to the complaint... a copy of any written lease or rental agreement regarding the premises. Any addenda or attachments to the lease or written agreement that form the basis of the complaint shall also be attached. The documents required by this subparagraph are not required to be attached if the complaint alleges any of the following:</p>	Agree in principle. See also comment 12 and comment 14. See revised form, item 6e and 6f clarifying when the written agreement and addenda that form the basis for the complaint must be attached in a residential unlawful detainer action.

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(revise and renumber form 982.1(90))
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				<p>(i) the lease or rental agreement is oral;</p> <p>(ii) a written lease or rental agreement regarding the premises is not in the possession of the landlord or any agent or employee of the landlord;</p> <p>(iii) an action based solely on subdivision (2) of Section 1161, [(i.e., non-payment of rent)].</p> <p>The Proposed Complaint fails to track this section in several important ways.</p> <p>1. Applicability to Residential Property: The Complaint is designed for use in both commercial and residential unlawful detainer actions. However, the provisions regarding attachment of the complaint apply only to residential property. As it currently appears on the form, there is no indication that this requirement is irrelevant for commercial property. CAA suggests that the sections of the form dealing with attachment of the complaint be made a separate section (i.e., a new section 7) that clearly indicates it applies only to residential property. An example of how this new section might be structured (including CAA's other comments) appears in comment 3 below.</p> <p>2. Copy of the Rental Agreement, Including any Addenda or Attachments that Form the Basis of the Complaint: Section 6 (e) fails to indicate that only addenda or attachments that form the basis of the</p>	

Unlawful Detainer Complaint
(revise and renumber form 982.1(90))
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	Commentator	Position	Comment on behalf of group?	Comment	Committee Response						
				<p>complaint must be attached. SB 345 does not require attachment of addenda that are not relevant to the issues in the complaint. The limiting language appears in the code section because of concerns raised by CAA’s members about the large volume of paper that would have to accompany each filing and the fact that it essentially creates a trap for owners who do their own evictions. Failure to include one piece of paper that is not relevant to the case would require the owner to start over. For example, if the unlawful detainer action is based on the resident’s violation of the satellite dish addendum, the action should not be delayed due to an owner’s failure to attach the federal lead-based paint disclosure pamphlet to the complaint. Accordingly, the form complaint should make clear that only addenda or attachments that form the basis of the complaint must be attached. The proposed language in section 3 addresses this issue.</p> <p>CAA’s standard lease agreement is two pages long. The combination of lease and all attachments can be more than 20 pages. CAA offers the following addenda/attachments for use by its members:</p> <table><tr><td>Addendum</td><td>Pages</td></tr><tr><td>Mold Notification Addendum</td><td>1</td></tr><tr><td>Asbestos Addendum</td><td>1</td></tr></table>	Addendum	Pages	Mold Notification Addendum	1	Asbestos Addendum	1	
Addendum	Pages										
Mold Notification Addendum	1										
Asbestos Addendum	1										

Unlawful Detainer Complaint
(revise and renumber form 982.1(90))
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				<div>Disclosure of Lead-based Paint Hazards Protect Your Family From Lead in Your Home Booklet 1</div> <div>Resident Policies and Rules 2</div> <div>Smoke Detector Agreement 1</div> <div>Acknowledgment of Pest Control Notice 1</div> <div>Pet Agreement 1</div> <div>Addendum for Drug Free Housing 1</div> <div>Satellite Dish and Antenna Addendum 1</div> <div>Proposition 65 Lease Addendum 2</div> <div>Addendum to Rental Agreement (blank) 1</div> <div>Pool Rules 1</div> <div>Insurance Facts for Residents 1</div> <div>Move-In Move-Out List 2</div> <div>Furniture Inventory 1</div> <div>Waterbed Agreement 2</div> <div>3. Lack of Clarity Regarding Attachments: The</div>	

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	Commentator	Position	Comment on behalf of group?	Comment	Committee Response
				<p>structure of Section 6 of the proposed Complaint does not make clear that attachment of the rental agreement is mandatory unless one of the statutory exceptions applies. Specifically subpart (e) makes it appear that attachment of the rental agreement is optional and subpart (g) doesn't appear to relate to attachment of the rental agreement at all. CAA proposes the following revision to address all of the comments herein.</p> <p><u>(New) Section 7. Attachment of the lease/rental agreement and addenda/attachments that form the basis of the complaint. (check (a), or (b))</u></p> <p>a. _____ <u>The lease/rental agreement and addenda/attachments not attached because (check one)</u></p> <p style="padding-left: 40px;">i. _____ <u>This action is solely for nonpayment of rent (Code of Civ. Proc. Section 1161).</u></p> <p style="padding-left: 40px;">ii. _____ <u>The lease or rental agreement is oral.</u></p> <p>iii. _____ <u>A written lease or rental agreement regarding the premises is not in the possession of the landlord or any agent or employee of the landlord.</u></p> <p>b. _____ <u>The lease or rental agreement and any addenda/attachments to the lease or written agreement that form the basis of the complaint are</u></p>	

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[illegible]

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	Commentator	Position	Comment on behalf of group?	Comment	Committee Response
				<p>unlimited civil case</p> <p>This would allow the use of this form to reclassify a matter when possession is no longer in issue.</p> <p>16. Plaintiff remits to the jurisdictional limit, if any, of the court. Given the use of this form by pro se litigants, couldn't clearer language be used in lieu of "remits to the jurisdictional limit?"</p>	Agree. See revised form.
11.	Ms. Tina Rasnow SHLA Center Coordinator Superior Court of Ventura County	A	N	None.	No response needed.
12.	State Bar of California Committee on the Administration of Justice (CAJ) San Francisco, California	A	Y	<p>CAJ believes this is a good and useful form, but is concerned with pleading errors that could result from the stricter pleading requirements of amended Code of Civil Procedure section 1166, particularly for the layperson or inexperienced practitioner who might be expected to use the form. CAJ believes the form should enable the user to avoid these potential errors and file a complaint that is proper under the new law without burdening the courts with additional filings.</p> <p>Code of Civil Procedure section 1166(c)(1) requires that certain documents be attached to the complaint in action regarding <i>residential</i> property. If the</p>	Agree in principle. See also comments 9 and 14. See revised form, item 6e and 6f clarifying when the written agreement and addenda that form the basis for the complaint must be attached in a residential unlawful detainer action.

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				<p>proposed form were to be used in connection with a <i>commercial</i> tenancy, unnecessary confusion might result. If either the notice or the lease and it's relevant attachments were not attached to the form in a case involving a commercial tenancy, it could lead to a demurrer – even though such attachments would not be commercial tenancy. CAJ therefore suggest that the form include an additional paragraph, perhaps under paragraph 6, stating: “This action is [with a box to check] is not [with a box to check] an action regarding residential property.”</p> <p>There is also the possibility that the new requirements in residential tenancies could be overlooked. The public would benefit from use notes informing the user that if the form is being used in an action regarding residential property, then the notice or notices served on the defendant upon which the complaint is based, and, unless the action is for non-payment of rent, any written lease or rental agreement in the plaintiff's possession together with any addenda or attachments thereto that form the basis of the complaint, must be attached to the form. CAJ suggests the following parenthetical use note for paragraph 6e: “(If the premises are residential, these documents <u>must be attached</u>, unless the agreements are either not in writing, or not in the Code Civ. Proc. § 1166(c)(1)(B).)” CAJ suggests the following parenthetical use note for paragraph 7e: “(If the premises are residential, these documents <u>must be</u></p>	

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				<p><u>attached</u>. See Code Civ. Proc. §1166(c)(1)(A).”</p> <p>There is also the possibility that they new requirement Code of Civil Procedure section 1166(a)(5) to “[s]tate specifically the method used to serve the defendant with the notice or notices of termination upon which the complaint is based” in both residential and commercial tenancies might be overlooked. CAJ recommends that the box following 8a be eliminated, so that the allegation is always required, and that the remainder of paragraph 8 be renumbered appropriately. (Items (1), (2), (3), (4), and (5) in paragraph 8 would be designated a, b, c, d, and e. Items (3)(a) and (3)(b) would become items c(1) and c(2). Items b, c, and d would become f, g, and h. Paragraph 7f would reference 8g instead of 8c.) CAJ also suggests the following parenthetical use note for paragraph 8: “(In all cases the specific method used to serve the defendant or defendants with the notice or notices of termination upon which the complaint is based <u>must be stated</u>. See Code Civ. Proc. §116(a)(5).)”</p>	<p>The box in front of 8a should be retained as optional because 8c is another option when there are multiple defendants.</p> <p>The goal of the form is to be as simple and informative as possible without restating the entire text of the law.</p>
13.	Mr. Kent Vander Schuit Director, Public Law Center Superior Court of Nevada County	A	N	None.	No response needed.
14.	Mr. Walter M. Walti President HelpUSoft Corporation Concord, California	AM	N	<p><u>Form Caption:</u> In the form caption of page 1 (just above the box to include DOE defendants) we moved the “PLAINTIFF” and “DEFENDANT” text labels to the</p>	Agee. See revised form.

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	Commentator	Position	Comment on behalf of group?	Comment	Committee Response
				<p>left to make more room to list plaintiff and defendant names.</p> <p><u>Item 1:</u> This item should have more room to list defendant names, so we added an extra blank line. This will help eliminate the need for an attachment if there are several defendants.</p> <p><u>Item 2a(5):</u> This item was missing (if plaintiff is a corporation) and we felt it should be included, since it is often used.</p> <p><u>Item 6a(2):</u> Since item 6 refers to the original agreement, we changed the wording under item 6a(2) from “<i>the rent is due on the</i>” “to” <i>with rent due on the</i>” to clarify that this information refers to the original agreement and not the current agreement, which may have changed. This revised wording is also used by Judicial Counsel form UD-116 (Declaration for Default Judgment By Court) in item 4a(2).</p> <p><u>Item 6f:</u> This item was modified to make it clear that the written agreement must be attached for residential property unless: 1) the written agreement is not in the possession of the landlord or the landlord’s employees or agents; or 2) this action is solely for nonpayment of rent (Code Civ. Proc. § 1161(2)).</p> <p><u>Item 6g:</u> This item was eliminated, since it was integrated into item 6f above.</p> <p><u>Item 7a:</u></p>	<p>Agree. See revised form.</p> <p>Agree. See revised form. “Corporation” inadvertently left off of form that circulated.</p> <p>Agree. See revised form.</p> <p>Agree in principle. See revised form.</p> <p>Agree. See revised form.</p>

Unlawful Detainer Complaint
(revise and renumber form 982.1(90))
SPR04-11

	Commentator	Position	Comment on behalf of group?	Comment	Committee Response
				<p>This item should have more room to list defendant names (in case several defendants were served with the same notice and in the same manner) so we added an extra blank line.</p> <p><u>Item 8a(3):</u> This item needs more room to type the date that the notice was posted. To make more room, we moved the word “residing” down to the next line.</p> <p><u>Item 8b:</u> This item needs more room to type a name. To make more room, we moved the words” written rental agreement” down to the next line.</p> <p><u>Item 9:</u> We felt this item should be separated from item 8, so we added an extra blank line to improve the layout and format of the complaint.</p> <p><u>Item 17:</u> We felt that items 17a through 17h should remain grouped together to make the complaint easier to read, so we moved these items to page 3.</p> <p><u>Item 18:</u> We placed 3 blank lines before this item to provide sufficient room to type other requests in item 17h. This is how the existing Judicial Counsel complaint (revised July 1, 2002) is formatted.</p>	<p>Agree. See revised form.</p> <p>Agree. See revised form.</p> <p>Agree. See revised form.</p> <p>Agree. See revised form.</p> <p>Agree. See revised form.</p> <p>Agree. See revised form.</p>